

1 Lisa Dearden Trépanier (SBN 156302)

2 *LisaT@trepaniertajima.com*

3 Lisa M. Dale (SBN 194688)

4 *lisa.dale@trepaniertajima.com*

5 Patrick Y. Yoo (SBN 302282)

6 *Patrick@trepaniertajima.com*

7 **TRÉPANIÉ TAJIMA LLP**

8 4605 Lankershim Blvd., Suite 540

9 North Hollywood, California 91602

10 Telephone: (323) 487-1101

11 Attorneys for Defendants

12 DOE 1 and DOE 2

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 John Roe CS 88,

16 Plaintiff,

17 v.

18 DOE 1, a corporation; DOE 2, a
19 corporation; DOE 3, an entity of
20 unknown form; and DOES 4 to 100,

21 Inclusive,

22 Defendants.

Case No. 2:24-cv-11154 JFW (SSCx)

District Judge John F. Walter

Magistrate Judge Stephanie S.
Christensen

DISCOVERY MATTER

**[PROPOSED] ORDER RE
STIPULATED PROTECTIVE
ORDER¹**

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27 ¹ This Stipulated Protective Order is substantially based on the model protective order
28 provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July
2023.

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special protection
4 from public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, Plaintiff John Roe CS 88 and Defendants Doe 1 and Doe
6 2 (“Church Defendants”) (collectively the “parties”) hereby stipulate to and petition the
7 court to enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to discovery and
9 that the protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable legal
11 principles.

12 1.2 Good Cause Statement.

13 This Action concerns Plaintiff’s claims for damages arising out of alleged sexual
14 abuse. Church Defendants are alleged to be liable for the abuse. This Action is thus likely
15 to involve confidential medical, religious, and third-party information for which special
16 protection from public disclosure and from use for any purpose other than prosecution of
17 this action is warranted. Such confidential materials and information consist of, among
18 other things, confidential medical records, religious organization records implicating
19 privacy rights of third parties, privileged communications with clergy, and other
20 information otherwise generally unavailable to the public or which may be privileged or
21 otherwise protected from disclosure under state or federal statutes and the First
22 Amendment of both state and federal constitutions, court rules, case decisions, or common
23 law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution
24 of disputes over confidentiality of discovery materials, to adequately protect information
25 the parties are entitled to keep confidential, to ensure that the parties are permitted
26 reasonable necessary uses of such material in preparation for and in the conduct of trial, to
27 address their handling at the end of the litigation, and serve the ends of justice, a
28 protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in a
3 confidential, non-public manner, and there is good cause why it should not be part of the
4 public record of this case.

5 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties further
6 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
7 does not entitle them to file confidential information under seal; Local Rule 79-5 sets
8 forth the procedures that must be followed and the standards that will be applied when a
9 party seeks permission from the court to file material under seal.

10 There is a strong presumption that the public has a right of access to judicial
11 proceedings and records in civil cases. In connection with non-dispositive motions, good
12 cause must be shown to support a filing under seal. *See Kamakana v. City and Cnty. of*
13 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen.*
14 *Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony Elecs.,*
15 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
16 good cause showing), and a specific showing of good cause or compelling reasons with
17 proper evidentiary support and legal justification, must be made with respect to Protected
18 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
19 or Discovery Material as CONFIDENTIAL does not—without the submission of
20 competent evidence by declaration, establishing that the material sought to be filed under
21 seal qualifies as confidential, privileged, or otherwise protectable—constitute good
22 cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the relief
25 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
26 *v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
27 information, document, or thing sought to be filed or introduced under seal in connection
28 with a dispositive motion or trial, the party seeking protection must articulate compelling

1 reasons, supported by specific facts and legal justification, for the requested sealing
2 order. Again, competent evidence supporting the application to file documents under seal
3 must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in its
5 entirety will not be filed under seal if the confidential portions can be redacted. If
6 documents can be redacted, then a redacted version for public viewing, omitting only the
7 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
8 Any application that seeks to file documents under seal in their entirety should include an
9 explanation of why redaction is not feasible.

11 **2. DEFINITIONS**

12 2.1 Action: *John Roe CS 88 v. Doe I, et al.*, Case No. 2:24-cv-11154 JFW
13 (SSCx) (i.e., this pending federal action).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
17 is generated, stored or maintained) or tangible things that qualify for protection under
18 Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good
19 Cause Statement.

20 2.4 Counsel: The term “counsel” will mean outside counsel of record, and other
21 attorneys, paralegals, secretaries, and other support staff employed in the law firms
22 identified below: Trépanier Tajima LLP (for Church Defendants) and Slater Slater
23 Schulman LLP (for Plaintiff). “Counsel” also includes attorneys, paralegals, secretaries,
24 and other support staff employed in the law firm of Kirton McConkie in Salt Lake City,
25 Utah (for Church Defendants).

26 2.5 Designating Party: a Party or Non-Party that designates information or items
27 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
28

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other
3 things, testimony, transcripts, and tangible things), that are produced or generated in
4 disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in this
9 Action, with or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including
11 the time limits for filing any motions or applications for extension of time pursuant to
12 applicable law.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or other
14 legal entity not named as a Party to this action.

15 2.10 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Counsel (and their support staffs).

17 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this Action.

19 2.12 Professional Vendors: persons or entities that provide litigation- support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
22 their employees and subcontractors.

23 2.13 Protected Material: any Disclosure or Discovery Material that is designated
24 as “CONFIDENTIAL.”

25 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
26 a Producing Party.

27
28 **3. SCOPE**

1 The protections conferred by this Stipulation and Order cover not only Protected
2 Material (as defined above), but also (1) any information copied or extracted from
3 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
4 Material; and (3) any testimony, conversations, or presentations by Parties or their
5 Counsel that might reveal Protected Material.

6 Any use of Protected Material at trial shall be governed by the orders of the trial
7 judge. This Stipulated Protective Order does not govern the use of Protected Material at
8 trial.

9
10 **4. TRIAL AND DURATION**

11 The terms of this Stipulated Protective Order apply through Final Disposition of
12 the Action.

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used or
15 introduced as an exhibit at trial becomes public and will be presumptively available to all
16 members of the public, including the press, unless compelling reasons supported by
17 specific factual findings to proceed otherwise are made to the trial judge in advance of
18 the trial. See Kamakana, 447 F.3d at 1180–81 (distinguishing “good cause” showing for
19 sealing documents produced in discovery from “compelling reasons” standard when
20 merits-related documents are part of court record). Accordingly, for such materials, the
21 terms of this Stipulated Protective Order do not extend beyond the commencement of the
22 trial.

23 Even after Final Disposition of this litigation, the confidentiality obligations
24 imposed by this Stipulated Protective Order shall remain in effect until a Designating
25 Party agrees otherwise in writing or a court order otherwise directs.

26
27 **5. DESIGNATING PROTECTED MATERIAL**

28 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each

1 Party or Non-Party that designates information or items for protection under this Order
2 must take care to limit any such designation to specific material that qualifies under the
3 appropriate standards. The Designating Party must designate for protection only those
4 parts of material, documents, items, or oral or written communications that qualify so that
5 other portions of the material, documents, items, or communications for which protection
6 is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that
8 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
9 to unnecessarily encumber the case development process or to impose unnecessary
10 expenses and burdens on other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as
16 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
17 protection under this Stipulated Protective Order must be clearly so designated before the
18 material is disclosed or produced.

19 Designation in conformity with this Stipulated Protective Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
22 Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page that
23 contains protected material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection need
27 not designate them for protection until after the inspecting Party has indicated which
28 documents it would like copied and produced. During the inspection and before the

1 designation, all of the material made available for inspection shall be deemed
2 CONFIDENTIAL. After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions
4 thereof, qualify for protection under this Stipulated Protective Order. Then, before
5 producing the specified documents, the Producing Party must affix the
6 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
7 portion or portions of the material on a page qualifies for protection, the Producing Party
8 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
9 in the margins).

10 (b) for testimony given in depositions that the Designating Party identify the
11 Disclosure or Discovery Material on the record, before the close of the deposition all
12 protected testimony.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of
15 the container or containers in which the information is stored the “CONFIDENTIAL”
16 legend. If only a portion or portions of the information warrants protection, the Producing
17 Party, to the extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
19 to designate qualified information or items does not, standing alone, waive the
20 Designating Party’s right to secure protection under this Order for such material. Upon
21 timely correction of a designation, the Receiving Party must make reasonable efforts to
22 assure that the material is treated in accordance with the provisions of this Stipulated
23 Protective Order.

24 25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
27 of confidentiality at any time that is consistent with the court’s Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution

process under Local Rule 37.1 et seq. and with Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-Discovery Motion Conference.”²

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action reaches a Final Disposition, a Receiving Party must comply with the provisions of section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only:

(a) to the Receiving Party’s Counsel , as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this Action;

² Judge Christensen’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

(b) to the officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) to Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) to the court and its personnel;

(e) to court reporters and their staff;

(f) to professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) to the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, to witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall
3 include a copy of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order to
5 issue in the other litigation that some or all of the material covered by the subpoena or
6 order is subject to this Protective Order. Such notification shall include a copy of this
7 Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by
9 the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this action as
12 “CONFIDENTIAL” before a determination by the court from which the subpoena or
13 order issued, unless the Party has obtained the Designating Party’s permission. The
14 Designating Party shall bear the burden and expense of seeking protection in that court of
15 its confidential material and nothing in these provisions should be construed as
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
17 from another court.

18
19 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

21 9.1 Application. The terms of this Stipulated Protective Order are applicable to
22 information produced by a Non-Party in this Action and designated as
23 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this
24 litigation is protected by the remedies and relief provided by this Order. Nothing in these
25 provisions should be construed as prohibiting a Non-Party from seeking additional
26 protections.

27 9.2 Notification. In the event that a Party is required, by a valid discovery
28 request, to produce a Non-Party’s confidential information in its possession, and the Party

1 is subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (a) promptly notify in writing the Requesting Party and the Non-Party that
4 some or all of the information requested is subject to a confidentiality agreement with a
5 Non-Party;

6 (b) make the information requested available for inspection by the Non-Party, if
7 requested.

8 9.3 Conditions of Production. If the Non-Party fails to seek a protective order
9 from this court within 14 days of receiving the notice and accompanying information, the
10 Receiving Party may produce the Non-Party's confidential information responsive to the
11 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party
12 shall not produce any information in its possession or control that is subject to the
13 confidentiality agreement with the Non-Party before a determination by the court. Absent
14 a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
15 protection in this court of its Protected Material.

16
17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
21 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
22 all unauthorized copies of the Protected Material, (c) inform the person or persons to
23 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
24 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
25 (Exhibit A).

26
27 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
28 **PROTECTED MATERIAL**

1 When a Producing Party gives notice to Receiving Parties that certain
2 inadvertently produced material is subject to a claim of privilege or other protection, the
3 obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal
4 Rules of Civil Procedure. This provision is not intended to modify whatever procedure
5 may be established in an e-discovery order that provides for production without prior
6 privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence,
7 insofar as the parties reach an agreement on the effect of disclosure of a communication
8 or information covered by the attorney-client privilege or work product protection, the
9 parties may incorporate their agreement in the stipulated protective order submitted to
10 the court.

11 12 **12. MISCELLANEOUS**

13 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges
14 the right of any person to seek its modification by the court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Stipulated Protective Order no Party waives any right it otherwise would have to object
17 to disclosing or producing any information or item on any ground not addressed in this
18 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
19 to use in evidence of any of the material covered by this Stipulated Protective Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
21 Material must comply with Local Rule 79-5. Protected Material may only be filed under
22 seal pursuant to a court order authorizing the sealing of the specific Protected Material at
23 issue. If a Party's request to file Protected Material under seal is denied by the court, then
24 the Receiving Party may file the information in the public record unless otherwise
25 instructed by the court.

26 27 **13. FINAL DISPOSITION**

28 After the Final Disposition of this Action, as defined in paragraph 4, within 60

1 days of a written request by the Designating Party, each Receiving Party must return all
2 Protected Material to the Producing Party or destroy such material. As used in this
3 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
4 summaries, and any other format reproducing or capturing any of the Protected Material.
5 Whether the Protected Material is returned or destroyed, the Receiving Party must
6 submit a written certification to the Producing Party (and, if not the same person or
7 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
8 where appropriate) all the Protected Material that was returned or destroyed and (2)
9 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
10 summaries or any other format reproducing or capturing any of the Protected Material.
11 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
12 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
13 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
14 consultant and expert work product, even if such materials contain Protected Material.
15 Any such archival copies that contain or constitute Protected Material remain subject to
16 this Protective Order as set forth in Section 4.

1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and all
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5
6 **SIGNATURE ATTESTATION**

7 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Patrick Y. Yoo, attest that all signatories
8 listed, and on whose behalf this filing is submitted, concur in the filing's content and
9 have authorized the filing.

10
11 /s/ Patrick Y. Yoo

12 Lisa Dearden Trépanier

13 Lisa M. Dale

14 Patrick Y. Yoo

15 *Attorneys for Defendants Doe 1 and Doe 2*

16
17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

18
19 DATED: February 28, 2025

TRÉPANIÉ TAJIMA LLP

20
21 /s/ Patrick Y. Yoo

22 Lisa Dearden Trépanier

23 Lisa M. Dale

24 Patrick Y. Yoo

25 *Attorneys for Defendants Doe 1 and Doe 2*

1 DATED: February 28, 2025

SLATER, SLATER, SCHULMAN LLP

2
3 /s/ Sarah Kissel Meier

4 Lauren A. Welling

5 Sarah Kissel Meier

6 *Attorneys for Plaintiff John Roe CS 88*

7
8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9
10 DATED: March 4, 2025

11 
STEPHANIE S. CHRISTENSEN

12 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of *John Roe CS 88 v. Doe I, et. al* Case No. 2:24-cv-11154 JFW
(SSCx). I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ **[print or**
type full name] of _____ **[print or type full address and telephone number]** as
my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and

signed: _____

Printed name: _____

Signature: _____